

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 12/18/2014

Department Contact: Jessica Winn

Phone # (256) 427-7002

Contract or Agreement: Lease Agreement between City of Huntsville & Bailey Cove, LLC

Document Name:

City Obligation Amount:

\$11,000/year ^{mc}

Total Project Budget:

Uncommitted Account Balance:

Account Number:

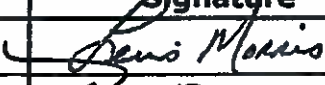



01-5100-0608-1101

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		12/11/2014
2) Legal		12-17-14
3) Finance 		12/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 12/18/2014

Action Requested By:
Police

Agenda Item Type
Resolution

Subject Matter:

Lease Agreement between the City of Huntsville (Police) and Bailey Cove, LLC. for office space lease contract renewal

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a lease agreement with Bailey Cove, LLC for office space located at 7900 Bailey Cove Road, Suite 4L.

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Leased office space is occupied by the Huntsville Police Department South Precinct. The space is a total of 12,250 square feet @ \$11,000/month, with a 3% increase beginning with year two of the lease agreement.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: *René Morris*

Date: 12/11/2014

RESOLUTION NO. 14-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an agreement by and between the City of Huntsville and Drake and Harlan Properties, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Modification 003 to Lease Agreement between the City of Huntsville, Alabama and Bailey Cove, LLC," consisting of six (6) pages, and the date of December 18, 2014 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 18th day of December, 2014.

President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 18th day of December, 2014.

Mayor of the City of
Huntsville, Alabama

**STATE OF ALABAMA)
COUNTY OF MADISON)**

**MODIFICATION 004 TO LEASE AGREEMENT
BETWEEN CITY OF HUNTSVILLE AND BAILEY COVE,
LLC PREVIOUSLY ADOPTED BY RESOLUTION NO.
99-351 ON APRIL 15, 1999**

MODIFICATION 004 TO LEASE AGREEMENT

THIS MODIFICATION is made and entered into as of this ____ day of _____, 2014, by and between Bailey Cove, LLC ("Landlord"), and the City of Huntsville, Alabama ("Tenant").

WHEREAS, the Lessor and Lessee entered into a Lease Agreement on April 15, 1999, as amended November 23rd, 1999, as amended September 27th, 2001, and subsequently amended December 3rd, 2009 for a term beginning January 1, 2010 and ending December 31st, 2014. The lease is comprised of office space at Bailey Cove Shopping Center, 7900 Bailey Cove Road, Suite 4L Huntsville, Alabama 35802. The Lessor and Lessee now desire and agree among other matters to renew the lease pursuant to paragraph 2.01 in the original lease agreement and adjust the beginning and ending dates of the lease to coincide the renewal term.

THEREFORE, Lessor and Lessee hereby agree to amend the Lease Agreement as follows:

- 1) Subject to and upon the terms and conditions set forth herein, or in any Exhibit or Addendum hereto, this Lease shall be renewed for a term (hereinafter referred to as "Renewal Lease Term") of sixty (60) months beginning on the first day of January, 2015, (hereinafter referred to as the "Commencement Date"), and ending on the last day of December, 2019, (hereinafter sometimes referred to as the "Lease Expiration Date").
- 2) Lessee agrees to pay Lessor at such place as Lessor may designate without deduction, offset, prior notice or demand, and the Lessor agrees to accept as rent for the Leased Premises, the sum of One Hundred Nine Thousand three hundred ninety-two and fifty cents (\$132,000.00) or (\$10.77) per square foot of space per annum. Based on 12,250 square feet, the monthly rental sum payable shall be \$11,000.00 during the renewal term of this lease, and the same amount being due on the first day of each month thereafter during the renewal term of this Lease except as provided below.
- 3) The monthly rental specified in paragraph 2 above, shall be the amount due and payable for each month during the first year under the renewal lease term which shall be from January 1, 2015 through December 31, 2015. Commencing with the first month of the next year under the Lease term hereunder, the aforesaid rent shall be increased by an amount equal to 3% over and above the lease amount specified in paragraph 2 hereof. Each year thereafter the monthly rental for such succeeding year shall be increased by an amount equal to 3% above the monthly rental due for the prior year.
- 4) Paragraph 12.04 of the original Lease Agreement shall be modified as follows;

Lessee shall be responsible for the heating, ventilating, and air conditioning system operating in the Leased Premises with the exclusion of a failure that would cause a coil, compressor or new unit replacement. Landlord agrees to turn over the HVAC in good repair and fully operational. Preventive and routine maintenance made under this Paragraph shall also be made at Lessee's expense. Said mechanical units require periodic filter change and routine service and adjustments at least two to three times annually. Tenant further agrees to provide Landlord copies of all preventive maintenance agreements with its vendors or in-house personnel and provide reports on periodic maintenance visits detailing work performed. Tenant also agrees to repair on any plumbing issue on plumbing that is exposed only. Landlord will provide plumbing repairs under the slab, in walls, or other non-accessible areas repairs.

- 5) Lessee shall be responsible for the replacement of bulbs, lamps and ballast in the Leased Premises.
- 6) Landlord agrees to re-carpet and re-paint the suite based on tenant's vendor estimate provided on November 6, 2014, which is attached hereto and incorporated herein by reference as Exhibit "A". Landlord further agrees to retro fit the restroom as follows;

In the existing ladies restroom, a water closet will be removed and a handicap urinal added. (The opening to the urinal portion cannot be less than 30 inches when entering it and at least 36 inches once inside the opening to the urinal. This would then be converted to the men's restroom.

The existing men's restroom shall have the urinals removed and water closets added with partitions. (This would then be converted to the ladies restroom). Landlord further agrees to provide different wall paper in the new men's restroom using a building standard allowance mutually agreeable to both parties. All construction will be performed using building standard finishes.

Tenant will also be allowed to provide a card reader at both entrances at its sole cost and expense.


Tenant will be allowed to install an attached back-lit sign above the exterior of the space within the City Ordinance Guidelines and with size, shape and design upon the written approval of the Landlord. The consent of the Landlord will not be unreasonably withheld.

- 7) Provided Tenant is not in default under any of the terms and conditions of the lease and after thirty-six (36) months of continuous occupancy Tenant shall have a "one-time" option to terminate the Lease effective on the first day of the thirty-seventh (37) month of the lease by providing one hundred eighty (180) days advanced written notice to Landlord of Tenant's intent to vacate early.

In the event the Option to Terminate is exercised by Tenant, Tenant shall pay Landlord, upon Tenant's notice of vacating the Demised Premises, a Termination Fee equal to the un-amortized costs of the tenant improvements (without charge for interest) and brokerage commissions (2% of the rental amount) paid for the first three years of the lease.

- 8) The terms and conditions of this lease amendment supercede all other terms under the original lease agreement that Landlord and Tenant have executed prior to its execution. All other terms and conditions of the Lease remain the same and in effect.

Agreed this _____ day of _____, 2014



Witness

(LANDLORD)
BAILEY COVE, LLC

By: 
Charles Grelier, Jr. President
Chase Commercial
Its: Real Estate Services, Inc.

(TENANT)
Authorized Agent
THE CITY OF HUNTSVILLE, ALABAMA

Witness

By: _____

Its: _____

Quote


**COMMERCIAL
FLOORING
SERVICES**

— Commercial — High Traffic — Exteriors —

 303 Williams Ave., Suite # 1131
 Huntsville, AL 35801
 (256) 722-0702 - Fax (256) 722-0700
 www.commercialflooringservices.com

Quote #

9767

Customer PO

Contract #

Date

10/31/2014

Sales Person1

Brian S.

Sales Person2

 Apple # 71
 Tel: 256-427-5660 Fax:

Email To: 256-261-0240

 City of Huntsville
 615 Washington St
 Huntsville, AL 35801


 Bailey Cove Precinct (145)
 7900 Bailey Cove Road
 Huntsville, AL 35802

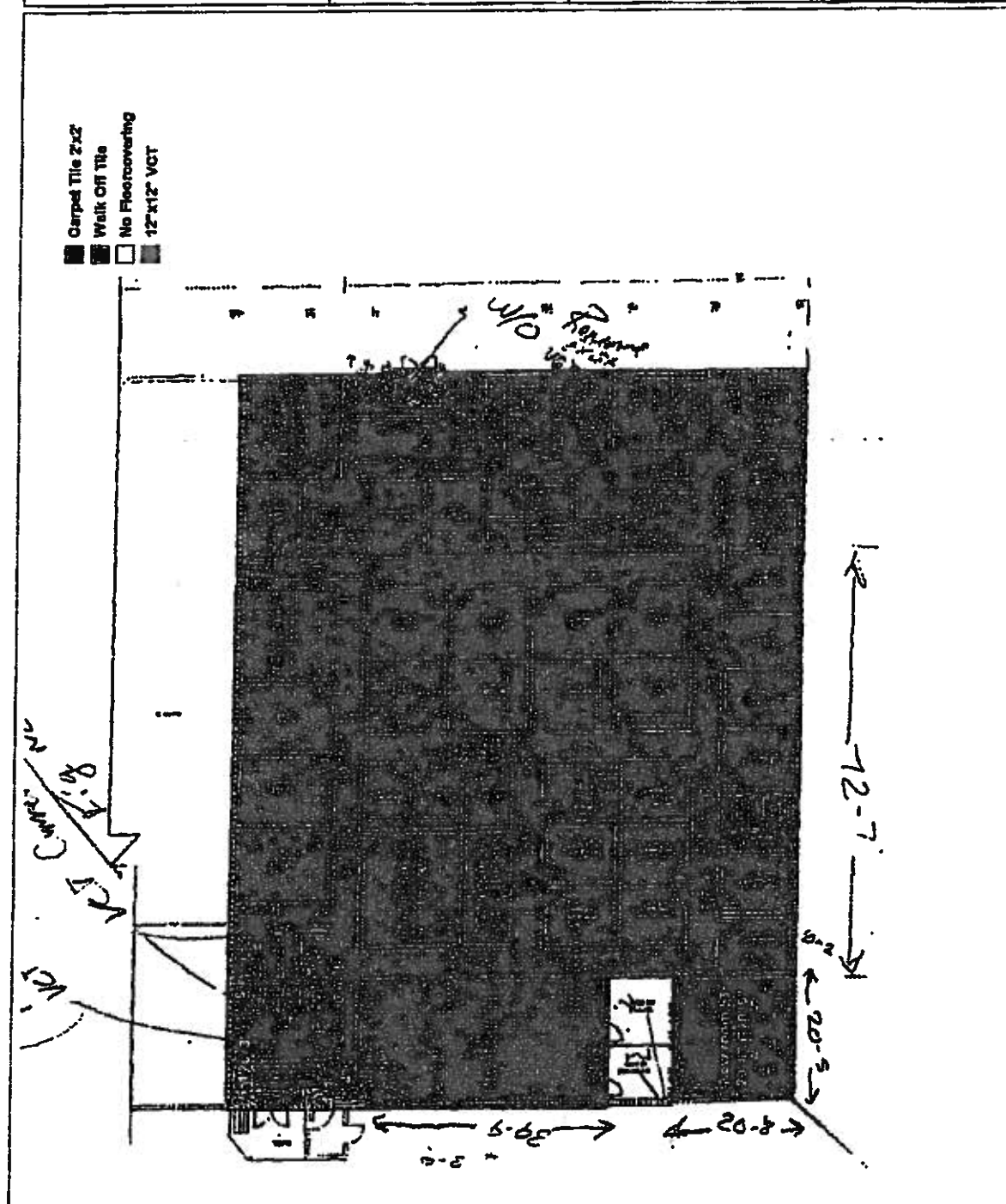
Type	Quantity	Product Description Labor Included	Order / Part Number	Unit	Total
Carpet					
Materials	1278SY	The Standard/ Carpet Tile	Agan 8971	\$34.68	\$44,321.04
Labor	1278SY	Carpet Tile Install			
Adhesive					
Materials	138SY	Adhesive			
Carpet					
Materials	10EA	roll of carpet tabs		\$125.00	\$1,250.00
Rubber Base					
Materials	3500LF	Johnsonite 4" Rubber Base	TBD	\$1.50	\$5,250.00
Labor	3500LF	Rubber Base Install			
Removal					
Labor	1210SY	Existing Carpet Removal			
Floor Prep					
Labor	11812SF	Floor Prep		\$0.25	\$2,953.00
Furniture					
Labor	1000SY	Furniture Move		\$1.50	\$1,500.00
VCT					
Materials	990SF	Mannington Essentials	TBD	\$1.00	\$990.00
Labor	990SF	VCT Install		\$0.50	\$495.00
Removal					
Labor	950SF	Remove Existing VCT		\$0.60	\$570.00
Carpet					
Materials	30SY	Walk Off Carpet Tile for Entry		\$70.71	\$2,121.30
Labor	30SY	Carpet Tile Install			

Continuation For: City of Huntsville, Quote # 9767

Item	Quantity	Product Description Item Description	Quote / Item Number Model	Unit	Total	
Information					Total	
					Labor	\$5,518.00
					Materials	\$53,932.34
					Contract Total	\$59,450.34
					Sales Tax	
					Grand Total	\$59,450.34
					Date	Chk#
Deposit						

Buyer _____ Date _____ Seller _____ Date _____

	JOB:	CUSTOMER:	DATE: 10/31/14
			FILE:
City of Huntsville/ Bailey Cove P			TITLE:
			Rooms
			Main
			PAGE: 1



Shattuck Painting

2500 Roland Road
Huntsville, AL 35805
Phone: 256-539-4433
Fax: 256-539-4474

Proposal

DATE	PROPOSAL#
10/31/2014	P-5122
Web Site	
ShattuckPainting.com	

NAME / ADDRESS
CITY OF HUNTSVILLE ATTN: Greg O'Rear 615 WASHINGTON STREET HUNTSVILLE, AL 35801

REP	PROJECT/JOB	PROJECT ADDRESS
FBS	Bailey Cove Precinct(145)	
JOB	DESCRIPTION	TOTAL
ESTIMATE	PREP & PAINT INTERIOR WALLS EXCEPT LOBBY & WALLCOVERED WALLS. PREP & REPAINT METAL DOOR FRAMES. MATCH EXISTING COLORS AND APPLY ONE COAT. USE SWP FROMAR 200 ON WALLS AND SWP PRECAT EPOXY ON METAL FRAMES.	0.00
	80HR @ \$30.00	\$2400.00
	240HR @ \$25.00	\$6000.00
	25 GL. SWP FROMAR 200 EGG SHELL @ \$19.50	\$487.50
	2GL. SWP PRECAT EPOXY @ \$40.50	\$81.00
	SANDPAPER, SPACKLE, MISC...	\$75.00
	ESTIMATED NOT TO EXCEED	9,043.50
TOTAL		\$9,043.50

Terms

Net 30

SIGNATURE _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements are contingent upon timely, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurances. Our workers are fully covered by Worker's Compensation Insurance. By accepting this proposal, verbally or by signature, you will be responsible for any necessary collection fees.